

Keller | Postman

October 16, 2024

VIA ECF

The Honorable Katherine Polk Failla
United States District Judge
Thurgood Marshall United States Courthouse
40 Foley Square, Room 2103
New York, NY 10007

Re: Response to Letter Motion (ECF No. 92) in *Brooks et al. v. WarnerMedia Direct, LLC*, No. 1:23-cv-11030-KPF

Dear Judge Failla,

Fifteen months ago, Petitioner Courtney Walker sought to arbitrate her consumer claim against Respondent WarnerMedia Direct, LLC (“WarnerMedia”) at the AAA pursuant to the AAA Agreement. ECF No. 29 at 2 ¶ 5. Ever since, WarnerMedia has sought to hamper her ability to arbitrate in that agreed forum, imposing significant prejudice on her in the process.

First, WarnerMedia breached the AAA Agreement by refusing to register it, forcing Petitioner Walker to bring this action. ECF No. 1. Then, WarnerMedia wrongly asserted that Petitioner Walker assented to the NAM Agreement and sought time-consuming discovery, engendering further prejudice and delay. ECF No. 48 at 20. Only after realizing that it could not make any nonfrivolous argument that Petitioner Walker assented to the NAM Agreement, ECF No. 89 at 20, did WarnerMedia decide not to take what would have been her fruitless deposition. Yet now, as a parting shot, WarnerMedia again prejudices Petitioner Walker by bringing to the Court’s attention details about her personal life that all agree have nothing to do with the legal merits. ECF No. 92 at 2.

Petitioner Walker does not oppose the sealing of documents pertaining to her personal life. She does, however, reserve all rights in connection with WarnerMedia’s breach of the AAA Agreement and its unnecessary disclosure of her personal information in this case.

Sincerely,



Albert Y. Pak